

To be Let.

TO LET.
With immediate possession.
THE LARGEST COMMERCIAL HOUSE NO. 14,
The Victoria Road, lately occupied by Mr.
VANDERBILT, Gas and Water laid throughout, also, Stables
and Coach-house attached.
Apply to
J. A. CARVALHO,
111 1895 Hongkong, 23rd June, 1874.

TO LET.
The whole or part of the Residence known
as "THE HERMITAGE."
Apply to
T. ALGAR,
9, Hollywood Road,
11 977 Hongkong, 23rd June, 1874.

TO LET.
THE PREMISES at present occupied by
THE CHINA FIRE INSURANCE COMPANY,
Queen's Road.
Apply to
G. FALCONER,
11 1070 Hongkong, 7th July, 1874.

TO LET.
With Possession on 1st September.
THE OFFICES near the HONGKONG DIS-
TRICT COURT.
Apply to
A. S. WATSON & Co.,
11 1340 Hongkong, 27th August, 1874.

TO LET.
From 1st June next.
OFFICES in H.M. Building, Pei-
Lan-Wei, Apply to
LAMBERT, ATKINSON & Co.,
11 782 Hongkong, 19th May, 1874.

TO LET.
THE PREMISES in Queen's Road
Central, known as the "CROWN AND AN-
CHOR TAVERN." Apply to
GILMAN & Co.,
11 854 Hongkong, 23rd May, 1874.

TO LET.
With immediate possession.
DWELLING HOUSES Nos. 2 and 3 in
Alexandra Terrace, which have lately
been thoroughly repaired, and
No. 12, Hollywood Road; Water and Gas
laid on.
For Particulars, apply to
DOUGLAS LAFRANCE & Co.,
11 563 Hongkong, 15th October, 1874.

The Daily Press.

HONGKONG, NOVEMBER 27TH, 1874.

We must confess to some difficulty in dis-
cussing at what point to commence com-
menting upon the long sentence passed on
Tuesday last by the CHIEF JUSTICE upon the
youth CHUN KWOK WHAN, who was con-
victed of forging orders for cigars upon
storekeepers in the Colony. There is so much
in the proceedings creditable to the good
sense and good feeling of all concerned that
it would be a far pleasanter task to dwell
only upon this aspect of the matter than to
allude to certain irregularities connected with
it. These irregularities are, however, of no
serious character that they cannot be passed
over and we trust that in commenting upon
them we shall not be deemed to under-
estimate the credit that is due both to the
CHIEF JUSTICE and the REGISTER GENERAL
upon the broad merits of their action in the
case.

That the matter was one where the in-
terests of society would be served by
leniency, and that the Judge acted both mer-
cifully and wisely in abstaining from passing
upon the youth a sentence which would have
had the effect of making him a criminal for
life, cannot be gainsaid. Perhaps it would
have been better that a sentence of solitary
confinement should have preceded sending
the youth to the Reformatory, as this would
have stamped the nature of his action as
criminal while avoiding his being harassed
with felons and so completely demoralized.
—This, however, is a detail upon
which opinion may differ, and upon the
broad principle of dealing leniently and
considerately with the prisoner, we believe
all right-thinking persons will be with the
Judge. Upon such a point as this we should
probably be no higher authority than Lord
Brougham, and among the works that
eminent jurist are some powerful essays in
favour of due regard being shown in
measuring out sentences, to the reform as well as
the punishment of the criminal. Although,
in ordinary cases, a judge would not be
justified in departing from the strict letter of
the law, in no exceptional case as the one
under consideration there can be no doubt
that he followed the spirit of very eminent
authorities in the line of action which he
adopted. As regards the REGISTER GENERAL,
also, we are free to admit that siding an
undefended prisoner was well within the
scope of his general duties as Protector of
the Chinese, and that the grounds which he
urged were fair and valid. But the point at
which the proceedings appear open to excep-
tion is the particular form which was adopted.
It is beyond our power to see what
possible reason there was for the REGISTER
GENERAL appearing in Court, and addressing
the Judge. Anything he had to urge could
have been communicated to the ATTORNEY
GENERAL, who in prosecuting an undefended
prisoner is always expected to be willing to
take into due consideration anything that can
be fairly advanced in mitigation of sentence;
while the Judge to some extent is himself
expected to act as Counsel for undefended
men.

The REGISTER GENERAL, though a clever
advocate, is not a Barrister on the roll of
the Supreme Court, and it seems very
striking to find in a Court where strictness of
etiquette as to who shall be allowed to plead
is carried to an extreme—a solicitor even not
being allowed to address the Judge—that an
exception should be made in favour of any
official in the Government service and of an
official, too, who occupies the position of a
member of the EXECUTIVE COUNCIL. But
it happens that the REGISTER GENERAL is,
from the peculiar position which he occupies,
especially a person in whose favour an ex-
ception should not be made, as if there is one thing
which the authorities, and particularly the
legal authorities, here ought to be care-
ful to impress upon the Chinese, it is
the distinction between the Execu-
tive and the Judicial offices. Nothing
could tend more directly to an opposite re-
sult than overhauling well known rules as to
those who should address the Court—
rules too familiar to the Chinese—in favour
of the REGISTER GENERAL, and in doing
so we conceive that a very serious error
was committed.

It is unfortunately most difficult to pre-
vent the REGISTER GENERAL's Department
encroaching on some extent upon legal
administration in the Colony. To this

point attention has been repeatedly directed
in this paper, and only a few weeks ago,
a curious conflict of decision arose between the
Magistrate and the then Acting Registrar
General. Possibly it may be impracticable
altogether to prevent a conflict of jurisdiction
of the kind; but most undoubtedly it is in
the policy of those in authority here, to prevent,
as far as it is possible, any mixing of Execu-
tive and Judicial functions in this way.
The REGISTER GENERAL as a Magistrate
in certain cases has judicial powers, and
these may at times clash unavoidably with
the actions of other Magistrates. But in
taking any steps which he might consider
desirable in order to obtain a lenient sentence
upon a youthful Chinese offender, he could
only act strictly in his Executive capacity,
and the Court should have been careful that
the form in which his representations were
brought forward should make it clear that
they came before it only in the ordinary way,
and through a constituted judicial channel—in
this case the ATTORNEY GENERAL. It has
often happened in cases of this kind that
that officer after prosecuting, as in duty
bound to conviction, has urged upon the Court
such reasons as occurred to him for
leniency in the sentence, and it would
have been quite competent for him to have
done so in the present instance. If this was
not considered a suitable mode of proceeding,
there could be no reason why the Judge
should not of his own motion have taken the
circumstances connected with the case into
consideration, and given his sentence accord-
ingly. The effect upon the Chinese of permit-
ting the REGISTER GENERAL to address the
Court in favour of the prisoner cannot but
be in the highest degree pernicious. Judg-
ing by their lights, they will attribute the
force of his advocacy mainly to his position
as a Government official and a member of
the Executive Council, and they will be con-
firmed in the idea which they are only too
ready to conceive of themselves, that the
Judicial Officers—in this case the highest of
them—in the Colony are not independent of
the Executive Authorities, and that it may
be possible to alter the ordinary course of
justice by enlisting the services of a powerful
patron in the person of the REGISTER GEN-
ERAL. Any such idea must have the effect
of lowering the Chinese estimation of both the
dignity of the Judges, and of the indepen-
dence and impartiality of the law.

By Cable we learn that the steamship *Amoy*
arrived at Shanghai on the 25th instant.
The English Mail of 15th October was de-
livered in London on the 24th instant.
The following steamers are reported by
wire as having passed through the Canal—
Amoy, Glasgow, Valley of Lorne and
Toscani.

SUPREME COURT.

26th November.

ORIGINAL JURISDICTION.

BEFORE THE HON. CHIEF JUSTICE (SIR JOHN SMALLE), AND A JUDGE.

TUNG, TUN—CLAIM ON A PROMISSORY NOTE FOR \$100.

Mr. Hayler, Q.C. (instructed by Messrs. Caldwell and Brewster), for plaintiff; and
Mr. Hayler, Q.C. (instructed by Messrs. Caldwell and Brewster), for defendant.
The following case was presented to the Court:—
Tung, Tun, Plaintiff, vs. Chow, Kwo, Defendant.
The plaintiff claimed that he was entitled to the sum of \$100 from the defendant, on a promissory note signed by the defendant, and payable to the plaintiff, on the 1st day of January, 1874.

The defendant pleaded that the note was not his, and that he was not bound by it.

The Court found in favour of the plaintiff, and ordered him to recover the sum of \$100, with costs.

The Court also ordered the defendant to pay the plaintiff the sum of \$100, with costs.

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POLICE INTELLIGENCE.

26th November.

BEFORE C. M. MAY, Esq.

CUTTING CASE.

George Baynes, a private in H.M. Royal Engineers, charged Chua a Bat and Chan a Chung, with cutting earth at Seoi-ai Point on 24th inst.

The complainant said from instructions he received he followed the defendants, with their filled barrows from Seoi-ai Point to the Central District, where they were seen to cut the earth from Seoi-ai Point, and said they got it from the site of the new Hospital at West Point.

The defendants were sent down to find the contractor, but returned and acknowledged that they were taking it to Taipingshan.

The defendants were fined \$50 each, and in default two days imprisonment.

CHUNG CASE.

Kwan Chong, a foreman coiled residing in On Wah Lane, charged a coiled named San Ahn with entering his house on the 25th inst., and stealing a box and stealing therefrom \$400.

Complainant said that about a week back he employed the defendant mending roads, but dismissed him the other day, as he was a bad character, and he was a bad character.

The defendant was charged with entering the house, and bearing a noise he turned to see, when he observed the defendant placing a box belonging to one of his coiles, who was out at work, had been broken open.

Yew Ahn, the owner of the box, deposed to the box being broken and lost before he went to work.

The defendant admitted the charge, and he took the box because he was too sick to work, and he had no money to pay his passage home.

The defendant was sent to six weeks' hard labour.

CHUNG CASE.

Chinese constable No. 249 charged a coiled named Li Ahn, with entering his house on the 25th inst., and stealing a box and stealing therefrom \$400.

Complainant said that about a week back he employed the defendant mending roads, but dismissed him the other day, as he was a bad character, and he was a bad character.

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The defendant admitted the charge, and he took the box because he was too sick to work, and he had no money to pay his passage home.

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WHOM MAY AND WHO MAY NOT.

When Captain Burnaby was severely pro-
moted, "wiggled" is the invariable phrase
usually adopted in such cases by the powers
that be, for writing to a daily newspaper
in the *Argonaut*, the late Captain Burnaby
wrote the following letter to the Editor of
the *Argonaut*, dated 1st inst. 1874.

But Lieutenant Maurice R.A., got out in a
confidential capacity with Sir Garnet Wolseley,
who has been a correspondent in his
military life, and who has been a
member of the House of Commons, and who
has been a member of the House of Commons,
and who has been a member of the House of
Commons, and who has been a member of the
House of Commons, and who has been a member
of the House of Commons, and who has been a
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mons, and who has been a member of the House
of Commons, and who has been a member of the
House of Commons, and who has been

journey to the North which was a popular excuse, "to the moderate men of all parties." But to make appeal to the moderate men of 'all parties,' is to condemn the spirit of party!"

The second ballot in the Maine-et-Loire took place, and if this may be taken as expressing the tendency of the Government before that election, we hope its tendency would be equally manifest after it. Morny and MacMahon must have learned by this time that he cannot get a majority in the present Assembly, that he certainly will not have a successful coalition ministry, and that his future Assembly, without accepting help from the Conservative Republicans, and giving up the foolish policy of a six years' suspense and non-interference with the very principles of a valid policy may be pursued safely. Under a regime of suspense every attempt at seeming reaction will be touching with a lighted match the explosive passions of France.

**THE BISHOP OF LINCOLN AND
FLORES-RACING OLBRYG.**

Some correspondents has lately passed between the Bishop of Lincoln and the Rev. J. W. King, vicar of Aaby-de-la-Laund, the owner of Apology, the winner of the St. Leger, respecting the Bishop's connection with the turf. The Bishop has just forwarded to Mr. Luende the following remonstrance:

Sir,—It is with very great regret that I see, from the public papers describing the race, that you are a member of the racing establishment, my former remonstrance with you has been of no avail. I had hoped that you might have been induced, at your advanced age, by regard for your spiritual welfare, and well as that of others, to listen to my earnest expostulation. But, with much sorrow, I perceive that you have shown no signs of remorse for your offence in being connected with a gambling establishment and in inflicting injury on the Church of which you are a minister, and in causing scandal to her members, by training racemasters for the turf instead of devoting yourself entirely to the work of your spiritual warfare, and your ordination, when you promised "to forsake and set aside as much as possible all worldly cares and studies," and "neither to offend yourself nor to offend others by any participation in gaming, and godly example to the people," especially to your own flock. You are the incumbent of two benefices in this diocese—Aaby-de-la-Laund and a Beneficehampton—the latter of which, on which you do not reside, is largely endowed; and you hold these two pastoral cures on the condition that you will promote the welfare of the Church and not bring disgrace upon her name. It is therefore most becoming to me, my former letter you referred me to your solicitor, and implied that you would resist the exercise of my authority. Whether the law in the present state, which is objectionable to that effect, enable a bishop to exert such offices as these I cannot say with certainty, but I had rather appeal to your own conscience without resorting to legal proceedings, and I now entreat you to consider that you are bound to that duty in the name of our Blessed Lord, who is not only our Saviour but our Judge; and in the name of the souls for which he died, either to resign your pastoral charge, or to make amendment, may be made, and so forth, and so forth, and so forth, which seems to me to be altogether at variance with the sacred obligations by which you are bound as a clergyman of the Church of England.

I am, Sir, yours faithfully,
"C. LINCOLN."

MISCELLANEOUS.

Besides ordering Muscatines to pray five minutes a day, so that there may be no more fire in Constantinople, and no more earthquakes, Mahomoud revival is to be found in the fact, mentioned by the *Evant Herald*, that Christians have been forbidden to live in Turkish quarters in the capital, and that they are to be expelled from their houses by force and their effects thrust after them into the streets.

A street-car man in Chicago, on a recent night, had his instrument plucked, "O splendid views of the comet." He charged ten cents a peep, but had some who bought the privilege of looking through his telescope, and gave him five dollars in the bargain. Business was brisk, the "Oh! oh! oh!" and "Good gracious!" of the patrons exciting great curiosity. At length one of those prying incredulous fellows who go about the city, and tell us that the comet had painted a nice little comet on the lens. At this the awestruck people pushed over the apparatus, and so scored the showman that he cordially thanked his audience, and took him into custody and protection.

WIFE-BEATING UNDER COMPELSION.—A Santander correspondent writes: "The busy winter season, which in this kingdom of Valencia with its ruined fortifications, and population half peasant and half marine, witnessed a strange scene the other day. Dona Blanca and her husband, Don Alfonso, the brother-in-law of the king, were seen only to a lady of Carlists. A woman of the place had applied some very abusive epithets to the princess on hearing of her expected entrance into matrimony. Some soldiers, who were placed as the Carlists were in possession of the place the commanding officer directed the women to be covered with honey and then with feathers. In this condition she was paraded through the streets, and then handed by a notepole to follow, beating her all the time with a stick, under a threat if being shot of his blows were not heavy."

EXPLOSIVE CARBONS.

Per *Christiansburg*, for Melbourne £207 7s. lbs. Kainow, 86,600 lbs. S. O. Pekot, and 20,000 lbs. Gunpowder.

RUNGE.

ON LONDON.

Bank Bills, on demand	4/14
Bank Bills, at 30 days' sight	4/12
Bank Bills, at 60 days' sight	4/10
Credit, at 6 months' sight	4/8
Documentary Bills, at 6 months' sight	4/3
Bank, at 90 days' sight	22½
On Bombay	22½
Bank, at 90 days' sight	7½
Private, 30 days' sight	7¼

SHARES.

Hongkong and Shanghai Bank Shares.—At per cent premium.

Union Insurance Society of Canton, new shares £100 each. Surrendered back discount.

China Traders' Insurance Company's Shares.—\$1,300 per share.

China and Japan Marine Insurance.—Tls. 79 per share.

Chinese Insurance Company.—Per (Hongkong Fire Insurance Company's Shares)—\$25 per share.

Victoria Fire Insurance Company's Shares.—\$185 per share.

China Fire Insurance Company's Shares.—\$185 per share.

(Hankow) and Whampoa Coal Company's Shares.—7½ per cent discount.

(Hongkong, Canton and Maaco Steamboat Co.'s Shares)—7½ per cent premium.

Shanghai Steam Navigation Company.—Tls. 79 per share.

Hongkong Gas Company's Shares.—\$75 per share.

Hongkong Hotel Company's Shares.—\$55 per cent discount.

Imperial Sugar Company \$94 per cent discount.

SALES ON NOVEMBER 26TH, 1874.

Red Dates, 30, reported by Chun-fung to travelling trader, Tls. 3.85.0, by Chun-fung to travelling trader.

Black Dates, 20 bags, at Tls. 2.80.0, by Chun-fung to travelling trader.

White Dates, at \$21.00, by Chun-fung to travelling trader.

Shellish, 15 cases, at \$35.50, by Chun-fung to travelling trader.

Black Pepper, 10 bags, at \$12.40, by Chun-fung to travelling trader.

White Wax, 5 pieces, at \$75.20, by Lui-sang to travelling trader.

Black Pepper, 5 cases, at \$85.00, by Kwong-tok to travelling trader.

Almonds, 5 bags, at \$18.20, by Kim-fung to travelling trader.

Shanghai Cotton, 10 bales, at \$14.00, by Kwong-tok to travelling trader.

American Ties, 50 lbs., 100 bags, at \$1.27, by Him-loo-to local trader.

Wool Oil, 50 packages, at Tls. 6.55.0, by Chiu Shui to local trader.

Brown Sugar, 30 packages, at \$3.50, by Wo-tack-hing to local trader.

Pungs, 10 bags, at \$52.00, by Wing-yue-to local trader.

Black Pepper, 120 bags, at \$12.90, by Shun-chung by retail.

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waylaid; among the snow, terrible traces their route, in the form of dead or dying women and children, horses and cattle. Many of these patches of ashen blood, which were the result of the cruel massacre, lay along the shore of Descente, near Villa Francia, and Leon, and the following day, March 10, 1890, our command consisted of 20,000 men, and 600 mules.

" cannon. He went no farther, however, than Astoria, to the banks of Valparaiso, where he was met by the commander in chief, upon destroying the city, and ordering them to the point of execution, and dragging them into the sea." Our soldiers began to get desperate; and our defiance Moore's orders, plundered whatever they could find, to satisfy the cravings of hunger.

From Astoria to Villa Francia they are sixty miles in length through wild and sterile mountains, rivers, and there we found some of our carry horses, who, if strength failed, were shot down by the riders, lest they should fall into the hands of the enemy. The military chest, \$25,000 in it, was flung over a precipice, an officer standing by, pistol in hand, to shoot any man who might be tempted to touch it. Moore's tender and compassionate heart, felt for the misery he brought on this poor miserable retreat, and he allowed the relaxation of discipline it produced. He never ceased to issue orders, exhortation and cheering addresses; but rage or sympathy were infirm instances too apparent by the movement lasted. The *Baltimore Register* recalls that an officer, despairing proceeding farther, turned into a thickets, and lay down to die the assassin. Thereafter, his wife at the point of death told she had still strength to implore him preserve her infant. He did so, and, and with fresh energy by the trust, he bore on back, and never quitted the little one until saw it safe on board a transport at Villa after the battle of Corunna. — *Cassell's "Victorious Battles on Land and Sea."*

TO GRANT INSURANCES TO THE
of \$65,000, on first-class risks at current
MELCHERS &
at 674 Hongkong, last Feb. 1872.
TRANSNANTALANTIC FIRE INSURANCE
COMPANY OF HAMBURG.

THE undersigned having been appointed
Agents for the above Company, are
pared to accept risks against Fire at the
rates, subject to a bonus of 20 per cent.
STEMSEN &
at 39 Hongkong, 25th November, 1872.

LIVERPOOL AND LONDON AND GLOBE
INSURANCE COMPANY.

FROM this date, until further notice,
amount of Twenty per cent. (20%) of
current local rate of premium will be added
upon insurances effected with this Company
DOUGLAS & FAIRBANK
at 1193 Hongkong, 27th June, 1872.

QUEEN INSURANCE COMPANY.

FROM and after this date, and until further
notice, a Discount of Twenty per cent.
(20%) upon current local rates of Premium
be returned on insurances against fire.

extants	Charlotte Andrews	Piace	Brit. ent.
	John Mann	Mackenzie	Brit. ent.
	Christianusava	Chitt	Dan. Dis.
CE	Chitt	Oberg	Ger. ent.
	Comet	Bray	Amr. ent.
	Coquette	Luttrell	Swed. Dis.
	Ellen	Kindred	Brit. ent.
printed	Emigrant	L. Castalgino	Peru. ent.
are pre-	Fabius	Stolte	Brit. ent.
current	Facel Balough	R. Kute	Ger. bl.
	Ferdinand Brum	A. F. Ruas	Brit. ent.
	France	V. Izemlin	Froa. bl.
Co.,	Chelmer	Vincent	Brit. ent.
Agents,	Graham	Andersen	Sum. bl.
JOBB	Gum	Caher	Brit. ent.
	Henriette Behn	Wagner	Brit. ent.
a dis-	San. Sands	Leffauw	Brit. ent.
the	Juno	Blanch	Amr. bl.
followed	Maria	F. Jean	Brit. ent.
	Marin y Light	Spitzwoma	Brit. ent.
to Co.	Morning Vigil	Petrie	Brit. bl.
Agents,	Norseman	Chusson	Brit. ent.
	Onion	Soderstrom	Sum. bl.
	Prosperity	Onion	Sum. bl.
Y.	Racina	Moller	Sum. bl.
	Ricco Genova	Eoecher	Fren. ent.
ent. cent.	Sanfor	J. Cummins	Brit. ent.
a, will	Sea Wolf	Salter	Brit. ent.
reflected		Bernst	Siam bl.
		Korner	Amr. bl.

356	Rozario & Co	
357	Wm. F. Pature & Co	Malbourne
911	John. Barn & Co	Bangkok
216	Arnold, Karberg & Co	
1187	Captain	
282	Ed. Schellbach & Co	Port Kaituma
246	Carlowitz & Co	Bangkok
499	Russell & Co	Sydney
938	Wm. Fustan & Co	
938	Chinese	
278	Carlowitz & Co	
764	Ed. Schellbach & Co	
538	Freder	Cebu, &c
1158	Russell & Co	San Francisco
526	Rozario & Co	Dundee
342	Chinese	
398	Ed. Dmco Co. Limited	
689	Wm. Fustan & Co	Manila, &c
631	Aug. Heintz & Co	
360	Captain	
938	Wm. Fustan & Co	Manila
324	Remedios & Co	
357	Olybphant & Co	Sun Francisco
1377	Voch, Hagdoren & Co	
704	Chinese	
606	Rozario & Co	
474	Fung-fat-tsoang	
487	Carlowitz & Co	Calicut
282	Arnold, Karberg & Co	
282	Laudstein & Co	
311	Chinese	Sunk
278	Chinese	

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Vessels.	Captains.	Tons.	Consignees.	Destinations.
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Adriana	Dut. bk	880	G. V. P. Petel & Co
Cohnma	Span. sb	587	F. Royce
Pepita	Amer. sh	963	Ker & Co
Soutoo	Span. sh	322	Castillo Hermanos
Rosa			

Above 6 months..... the full annual rate
GILMAN & Co.
Age

of 1903. Hongkong 8th May 1874.

do.
-EDWARD NORTON &
Agents the Queen Insurance Co
tf 242 Hongkong, 22nd January, 187

do.			
Co.,			
pany.	Dang-wee	Ann. gun-bow	2
D.	India	Port. transport	12

50	O'Sullivan
00	O. E. d'Almeida

Printed and Published by W. J.

WILLIAM H. BELL, Wyndham Street, Hongkong.

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50 O'Sullivan
00 O. E. d'Almeida